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SEP 15 2010

TO: Joyce M. Grossnickle, Administrative Officer

FROM: Jack Markey

DATE: July 12, 2010
County Manager's Office

Subject: Memorandum of Agreement - Naval Services Facility, Thurmont	
Presenter (Name & Title): Jack Markey, Director, Division of Emergency Management	
Requested Date: October 7, 2010	Phone: x16790

Type of Briefing: (Click box to select)

☒

Administrative Business

☐

Worksession

☐

Closed Session

☐

BOCC/BOE Mtg.

☐

County/Municipal Mtg.

☐

Public Hearing

Board Action Desired:

☒

Decision

☐

Guidance

☐

Information

☐

PowerPoint Presentation

Staff Coordination: This topic has been **thoroughly** coordinated with the following Division/Department Directors, and they will have representatives at the presentation: (click to place a check mark in the appropriate box).

	Staff	Initials	Date	Comments
✓	County Attorney	MJC	8/20/10	
✓	Assistant County Manager	BS	8/2/10	
✓	County Manager	AMH	9/3/10	
	Finance Director			
	Budget Officer			
✓	Fire & Rescue Services Dir.	TWD	8/16/10	
	Management Services Director			

Attachments:

☒

Yes

☐

No

	Staff	Initials	Date	Comments
	Permitting & Development Review Director			
	Planning Director			
	Public Works Director			
	Utilities and Solid Waste Management Director			
	Elected Officials			
	Independent Agencies			
✓	Other			
✓	Michael Fyock, FCVFA			
✓	Doug Orner, Director, VFRS		8/17/10	
✓	Emergency Management Director	JEM	8/16/10	

PLEASE NOTE: The **original and 10 copies** of all attachments (including the coordination sheet) are required for the Board of County Commissioners' meetings, which includes the Joint BOCC/BOE Meeting and the County/Municipal Meeting.

If you are scheduled for a **Closed Session**, then you only need to submit the **original and nine (9) copies** of the back-up material. Back-up materials are due to the Administrative Officer **ONE WEEK IN ADVANCE** of the meeting. If materials are not received in a timely manner, you will be asked to reschedule your item.

Date

Signature

Date

Signature

Date

Signature

Date

Signature

Date

Signature



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Vice President

Kai J. Hagen

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Blaine R. Young

COUNTY MANAGER

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DIVISION OF EMERGENCY MANAGEMENT FREDERICK COUNTY, MARYLAND

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MEMORANDUM

TO: Board of County Commissioners

FROM: Jack Markey, Director *JACK MARKEY*
Division of Emergency Management

DATE: August 16, 2010

SUBJECT: Mutual Aid Memorandum of Agreement – Naval Support Facility,
Thurmont

ISSUE: Should the Board of County Commissioners (BOCC) enter into a Mutual Aid Memorandum of Agreement with the Naval Support Facility, Thurmont (NSF Thurmont), for mutual aid in fire prevention, the protection of life and property from fire, in fire fighting or rescue, and hazardous materials response, and have the Board President sign the attached agreement?

BACKGROUND: Frederick County works with many public and private partner organizations to plan for, respond to, mitigate the impact of, and recover from emergency situations that may affect the county. NSF Thurmont is a federal government facility located in Frederick County, Maryland. Under the proposed agreement authorized representatives of either party could request mutual aid be provided for firefighting, rescue, hazardous materials equipment and personnel if the requested support is available. There is no requirement to provide any specific level of support under this agreement. The agreement identifies the authorized parties who may request and grant mutual aid and specific and associated requirements so that requests can be communicated and acted upon in a timely fashion.

STAFF RECOMMENDATION: Staff recommends that the BOCC enter into the assistance MOA with the Naval Support Facility, Thurmont and the BOCC President sign the attached agreement.

FUNDING INFORMATION:

Budget Implication: No X Yes _____ (If yes, provide the necessary information as outlined below).

Name of Account: _____

Account Number(s): _____

Amount of Funding Request: _____

Other Information Pertinent to this Request: _____

JM/ks
Attachment

MEMORANDUM OF AGREEMENT
BETWEEN
COMMANDANT
NAVAL DISTRICT WASHINGTON, WASHINGTON D.C.
AND
THE BOARD OF COUNTY COMMISSIONERS
OF FREDERICK COUNTY, MARYLAND

Subj: MEMORANDUM OF AGREEMENT FOR FIREFIGHTING, EMERGENCY MEDICAL SERVICES, AND HAZARDOUS MATERIALS ASSISTANCE BETWEEN NAVAL SUPPORT FACILITY, THURMONT (NSF THURMONT) AND FREDERICK COUNTY, MARYLAND

1. This agreement, entered into this 15th day of April, 2010 between the Commandant, Naval District Washington (NDW), and Frederick County, Maryland, acting on behalf of the Secretary of the Navy and pursuant to the authority of Title 42 of U.S. Code, § 1856a et seq, and the Board of County Commissioners of Frederick County, Maryland, is to secure for each the benefits of mutual aid in fire prevention, the protection of life and property from fire, in fire fighting or rescue, and hazardous materials response. NSF Thurmont is a Government owned and operated United States Naval activity located within Frederick County, Maryland.

2. It is agreed that:

a. On request to a representative of NSF Thurmont Fire & Emergency Services (F&ES) by Frederick County's Emergency Communications Center, firefighting, emergency medical, rescue, and hazardous materials equipment and personnel of NSF Thurmont F&ES may be dispatched when available to any point within the area for which the Frederick County Division of Fire and Rescue Services and County authorized volunteer fire and rescue companies normally provides fire protection, Emergency Medical Services (EMS) or other related services, as designated by the requesting official of the Frederick County Division of Fire and Rescue Services or County authorized volunteer fire and rescue company.

b. On request to the Frederick County Emergency Communications Center by a representative of the NSF Thurmont F&ES, firefighting, emergency medical, rescue and hazardous materials equipment and personnel of the Frederick County Division of Fire and Rescue Services including County authorized volunteer fire and rescue companies may be dispatched when available to any point within the firefighting jurisdiction of the NSF Thurmont F&ES, as designated by the requesting official.

c. The rendering of assistance under the terms of this agreement shall not be mandatory, but the party receiving the request for assistance should immediately inform the requesting department if, for any reason, assistance cannot be rendered.

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d. Any dispatch of equipment and personnel pursuant to this agreement is subject to the following conditions:

(1) Any request for aid under this agreement will be requested through Frederick County's Emergency Communications Center and response will be in accordance with "response orders" (running assignments) contained within the County's computer aided dispatch system. Requests will specify the location to which the equipment and personnel are to be dispatched; however, the amount and type of equipment and number of personnel to be furnished will be determined by a representative of the responding organization.

(2) The responding organization will report to the Incident Commander (IC) of the requesting organization at the location to which the equipment is dispatched, and will be subject to the orders of the IC. Each officer is responsible for the conduct of subordinates during the emergency and for ensuring that personnel are properly equipped with respiratory protective equipment and protective clothing.

e. In the event mutual aid is requested by NSF Thurmont which would require Frederick County equipment and personnel to respond to a restricted area of the facility, the senior representative of NSF Thurmont shall advise Frederick County's Emergency Communications Center, and identify an appropriate staging area where the units will be instructed to await NSF Thurmont escort into the restricted area.

f. No Frederick County mutual aid responders below the age of eighteen (18) shall be permitted within any restricted area of NSF Thurmont. It shall be the sole responsibility of the Officer-in-Charge of each responding entity to ensure adherence to this requirement.

g. Operations within all NSF Thurmont restricted areas require that radio transmissions be kept to an absolute minimum. Responding Frederick County units shall upon reaching the NSF Thurmont designated staging area report: "on-the-scene" to the Emergency Communications Center upon entering the staging area.

3. A responding organization will be released by the requesting organization when the services of the responding organization are no longer required, or when the responding organization is needed within the area for which it normally provides fire protection.

4. If a crash of aircraft owned or operated by the United States or military aircraft of any foreign nation occurs within the area for which the Frederick County Division of Fire and Rescue Services and/or County authorized volunteer fire and rescue companies normally

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provides fire protection, the Chief of the NSF Thurmont (or other military) F&ES or designated senior representative on the scene may assume full command on arrival at the scene of the crash.

a. Each party hereby waives all claims against every other party for compensation for any loss, damage, injury or death occurring as a consequence of the performance of this agreement except those claims authorized under Title 15 U.S. Code, § 2210, which governs compensation to the County for direct cost and losses sustained while fighting fires on federal property. Requirements to this agreement are subject to the availability of funds, and no provision of this agreement shall be interpreted as or constitute a commitment or requirement that the parties be obligated or pay funds in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341.

b. The chief fire officers and personnel of the fire departments of all parties to this agreement are invited and encouraged, on a reciprocal basis, to visit each other's activities for guided familiarization tours consistent with local security requirements and, as feasible, to jointly conduct pre-fire planning inspections and drills.

c. The provision of mutual aid pursuant to this agreement shall be in accordance with administrative and operational procedures and guidelines cooperatively developed, approved, and maintained by the designees outlined herein.

Designees are:

Fire Chief, Naval District Washington

Fire Chief, Naval Support Facility-Thurmont, Fire and Emergency Services

Director, Frederick County Division of Fire/Rescue Services

Director, Frederick County Division of Emergency Management

Director, Frederick County Office of Volunteer Fire and Rescue Services

Chief, Guardian Hose Company, Inc., Thurmont, MD

Chief, Thurmont Community Ambulance Service, Inc., Thurmont, MD


d. All equipment used by the Frederick County Division of Fire and Rescue Services or County authorized volunteer fire and rescue companies in carrying out this agreement will be owned by or under the operational control of the Frederick County Division of Fire and Rescue Services and/or County authorized volunteer fire and rescue companies, and all personnel acting for the Frederick County Division of Fire and Rescue Services and County authorized volunteer fire and rescue companies under this agreement will be an employee or volunteer member of the Frederick County Division of Fire and Rescue Services or County authorized volunteer fire and rescue companies.

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e. All equipment used by the NSF Thurmont F&ES in carrying out this agreement will be owned by or under the operational control of NSF Thurmont F&ES, and all personnel acting for the NSF Thurmont F&ES under this agreement will be an employee of NSF Thurmont F&ES.

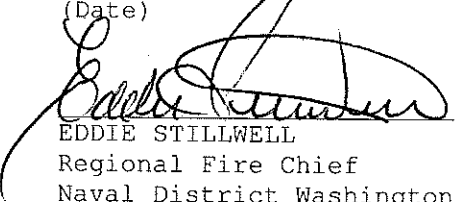
f. All mutual aid provided pursuant to this agreement shall be in compliance with the provisions of the National Incident Management System (NIMS), and the Department of Homeland Security Incident Command System (ICS) model.

g. This agreement shall become effective upon the date hereof and remain in full force until cancelled by mutual agreement of the parties hereto or by written notice by one party to the other party, giving thirty (30) days notice of said cancellation. This agreement will be reviewed by the designees annually, during the period of September 1 - December 31, so that any recommended changes can be brought back to the signatories for review and approval, with the changes becoming effective as specified in the revised agreement.


RDML PATRICK J. LORGE, USN
Commandant
Naval District Washington

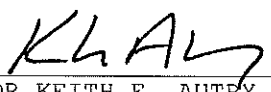
JAN GARDNER
President
Board of County Commissioners
Frederick County, MD

30 JUNE 2010
(Date)


EDDIE STILLWELL
Regional Fire Chief
Naval District Washington

10 MAY 2010
(Date)

(Date)


CDR KEITH E. AUTRY, CEC, USN
Commanding Officer
Naval Support Facility, Thurmont

15 APRIL 2010
(Date)

MJC 8/20/10